

EXHIBIT "B"

1. This property shall be used for residential purposes only, except that a professional person may practice his profession from his home.
2. No mobile homes, modular homes, or motor homes less than 12 feet wide and having less than 700 square feet of heated floor space shall be placed on this property.
3. All mobile and modular structures shall be underpinned or skirted to hide the foundation from view and tied down to meet the North Carolina Building code.
4. No mobile home older than seven years can be placed on property.
5. No separate parcel of land conveyed shall be less than 10,000 square feet. There can be no subdivisions of lots without written approval of the developer, Shuttleworth Inc., its successors and/or assigns
6. No part of any building erected on any parcel shall be nearer than 25 feet to any street nor nearer than 7-1/2 feet to any side boundary line.
7. No tent, shack, or temporary structure of any nature shall be located on any parcel or used at any time as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
8. No sign or billboard shall be displayed on this property, other than private name plats or signs for identification of the resident, professional signs of a Physician, Dentist, Attorney, or a like, and sign advertising the property "for rent" or "for sale".
9. All driveway connections and installations must be approved in advance by Shuttleworth Inc or his designated agent.
10. Until such a time as a community sewage system is available, sewage disposal shall be only by septic tank to meet their approval of the North Carolina State Board of Health and the Brunswick County Health Department. As soon as a community sewage system is available, no more septic tanks shall be installed and new sewage disposal shall be only by said community system. Septic systems shall be installed in accordance with the approximate location for the same as shown on the recorded map of this subdivision.
11. All electrical services shall be underground from this property to the source of service.
12. No noxious or offensive activity shall be carried on upon this property, nor shall any use be made of any portion of said land which may be or become an annoyance or nuisance to the neighborhood.
13. Cattle, swine, livestock, or poultry shall only be raised, bred, or kept on this property for personal provided they are not kept, bred or maintained for any commercial purpose. Dogs, cats

or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.

14. No discarded junk or scrap, vessels, boats or vehicles, or any wreckage shall be kept, maintained, or located on this property or permitted to be kept, maintained or located on this property.

15. Invalidation of any one of these covenants by judgement or court order, or otherwise, shall in no way affect in any manner any of the other provisions contained herein, which shall remain in full force and affect.

16. Enforcement of these restrictions shall be through proceeding at law or in equity on the part of any person or persons owing any interest in the real property hereinabove described against any person or persons violating or attempting to violate any part hereof, either to restrain the said violations or to recover damages incurred thereby.

17. ERS Investments, LLC, for itself and its heirs, assigns and successors, does hereby reserves the right to amend or alter the restrictions contained herein to provide for minor violations thereof. The term "minor violation" shall not be interpreted to include any violation in excess of ten (10%) percent of the minimum restriction. Such amendment or alteration may be made by written consent of Shuttleworth Inc, its heirs, assigned successors, and the owner or owners from time to time of the parcel upon which such restrictive covenants are to be changed.

18. All covenant and restrictions herein shall run with the land and shall be binding on all parties owning parcels out of said land for a period of twenty five (25) years from the date hereof, at which time these covenants shall be automatically extended for successive periods of ten (10) years each unless by vote of the majority of them owners of said parcels not under legal disability, it is agreed to revoke or amend same. Any interested party may take such steps as are necessary or appropriate under the North Carolina Marketable Title Act to extend these restrictive covenants, consistent with this paragraph.

19. Any reference to ERS Investments, LLC herein shall include any agent designated by it or its personal representative and its heirs, devisees, and legatees.